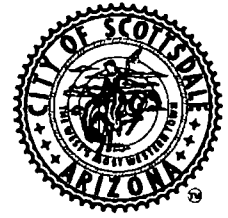


CITY COUNCIL REPORT



Meeting Date: October 25, 2022
 General Plan Element: **Community Mobility**
 General Plan Goal: **Relieve Traffic Congestion**

ACTION

Adopt Resolution 12612 authorizing:

- Intergovernmental Agreement (IGA) 2022-163-COS with the Maricopa Association of Governments (MAG) for project administration and reimbursement of Proposition 400 Regional Transportation Sales Tax funds for eligible costs incurred by the city for the Carefree Hwy: Cave Creek Rd to Scottsdale Rd (ACI-CFR-10-03) capital project.

BACKGROUND

The purpose of this action is to authorize an IGA (Project Agreement) with MAG for the Carefree Hwy: Cave Creek Rd to Scottsdale Rd (ACI-CFR-10-03) roadway improvement project. The total Arterial Life Cycle Program (ALCP) project budget is summarized below and is programmed in Fiscal Years 2022/23 through 2023/24. The adopted Capital Improvement Plan "CIP" budget includes \$8.01 million in Proposition 400 Regional Sales Tax and \$3.43 million in Transportation 0.1% Sales Tax funds.

Carefree Highway: Cave Creek Road to Scottsdale Road		
MAG Proposition 400 Regional Sales Tax	70%	\$8.01 Million
City of Scottsdale Transportation 0.1% Sales Tax	30%	\$3.43 Million
Total Project Funding		\$11.44 Million

The IGA, also referred to as Project Agreement (PA) in the ALCP, authorizes the city to receive reimbursement of expenditures incurred for project design and implementation until the project is completed or the reimbursements are finalized, up to a total amount of \$8.01 million. If project expenditures are less than the allocated regional funds, then the unused allocation will be reprogrammed into other ALCP projects in the City of Scottsdale. Project Reimbursement Requests for eligible design, right-of-way and construction expenditures will be made through MAG following execution of this IGA.

ANALYSIS & ASSESSMENT

Contract process and terms

This IGA is consistent with previous Proposition 400 related IGAs and applies specifically to the project listed.

Policy Implications

This IGA and project supports the following Scottsdale City Council priority:

- Advance Transportation

RESOURCE IMPACTS

Available funding

The approved FY 2022/23 - FY 2026/27 CIP five-year plan includes a total project budget of \$11.44 million from the MAG Arterial Life Cycle Program and Transportation 0.1% Sales Tax.

Staffing, Workload Impact

Transportation & Streets Department staff assigned to Proposition 400 projects and Capital Project Management staff will submit project reimbursement requests to MAG.

Future Budget Implications

None.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 12612 authorizing the Intergovernmental Agreement 2022-163-COS with the Maricopa Association of Governments for project administration and reimbursement of Proposition 400 Regional Transportation Sales Tax funds for eligible costs incurred by the city for the Carefree Hwy: Cave Creek Rd to Scottsdale Rd (ACI-CFR-10-03) capital project.

Proposed Next Steps:

If this action is approved, the city will continue to seek reimbursement for eligible project expenditures up to the amount permitted by the ALCP and continue to work with MAG to reprogram any ALCP funds not required to compete this project.

RESPONSIBLE DEPARTMENT(S)

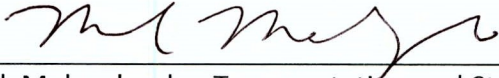
Public Works Division, Transportation & Streets and Capital Project Management Departments

STAFF CONTACT(S)

Nathan Domme, Senior Transportation Planner, 480-312-2732, ndomme@scottsdaleaz.gov

Dave Meinhart, Transportation Planning Manager, 480-312-7641, dmeinhart@scottsdaleaz.gov


APPROVED BY



Mark Melnychenko, Transportation and Streets Director
480-312-7651, mmelnynchenko@scottsdaleaz.gov

10-7-22

Date



Daniel J. Worth, Public Works Director
480-312-5555, dworth@scottsdaleaz.gov

10-11-22

Date

ATTACHMENTS

1. Resolution NO. 12612
2. Carefree Hwy: Cave Creek Rd to Scottsdale Rd IGA (Project Agreement No. 23-CFR-10-03)

RESOLUTION NO. 12612

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AGREEMENT NO. 2022-163-COS WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR THE PURPOSE OF PROJECT ADMINISTRATION AND REIMBURSEMENT OF ELIGIBLE COSTS INCURRED BY THE CITY FOR CAREFREE HWY: CAVE CREEK RD TO SCOTTSDALE RD.

WHEREAS, the Arizona Revised Statutes 11-951, et.seq., provide that public agencies may enter into agreements for joint operation or cooperative action; and

WHEREAS, Article 1, Section 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into agreements with various public agencies; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes 28-6301, et seq.;

WHEREAS, the Maricopa Association of Governments (MAG) administers and reimburses funds for projects included in the Arterial Life Cycle Program (ALCP) component of the twenty-year Regional Transportation Plan; and

WHEREAS, the City of Scottsdale and the Maricopa Association of Governments previously entered into agreements for reimbursement of eligible costs for certain ALCP projects.

WHEREAS, the City of Scottsdale wishes to receive reimbursement for eligible costs incurred up to \$8,011,907.04 for the ALCP project on Carefree Hwy: Cave Creek Rd to Scottsdale Rd;

NOW THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1: The Mayor of the City of Scottsdale is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Agreement Number 2022-163-COS with the Maricopa Association of Governments for the purpose of project administration and reimbursement of eligible costs incurred by the City for roadway improvement project Carefree Hwy: Cave Creek Rd to Scottsdale Rd pursuant to the Project Overview submitted by the City, dated August 7, 2021.

Section 2: The City Council hereby authorizes the City Manager or his designee to execute any other documents on behalf of the City and take such other actions as are necessary to carryout the intent of this Resolution and Contract No. 2022-163-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ___ day of _____, 2022.

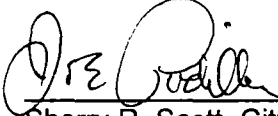
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney

By: Joe Padilla, Deputy City Attorney



MARICOPA ASSOCIATION OF GOVERNMENTS
ARTERIAL LIFE CYCLE PROGRAM

PROJECT AGREEMENT

Carefree Hwy: Cave Creek Rd to Scottsdale Rd
Project Agreement No. 23-CFR-10-03
RTP Project # ACI-CFR-10-03

MAG TIP Project # SCT21-130DZ, SCT21-130DRB; SCT23-130RWZ, SCT23-130RRB; SCT24-130CZ
City of Scottsdale Capital Improvement Plan # SH04

This Agreement (Agreement) by and between the Maricopa Association of Governments (MAG) and the City of Scottsdale (City), an Arizona Municipal Corporation, will become effective on the day that it is executed by the MAG Executive Director. MAG and the City are referred to in this Agreement each individually as a "Party" and collectively as the "Parties."

RECITALS

A. MAG is the regional planning agency for Maricopa County. MAG is governed by a regional council, which includes the mayor or chief executive of each member agency (Regional Council). Pursuant to state law, MAG has developed, and the necessary parties have approved, a twenty-year comprehensive, performance based, multimodal and coordinated Regional Transportation Plan (RTP) in the County. The arterial street component of the RTP includes major arterial streets and intersection improvements (Arterial Street Improvements) with a revenue allocation.

B. In November 2004, the voters of Maricopa County approved a transaction excise tax for the purpose of implementing the RTP. Federal Highway Administration (FHWA) Surface Transportation Block Grant Program (STBGP) and Congestion Mitigation and Air Quality (CMAQ) Funds are also allocated to the MAG region and administered by the Arizona Department of Transportation (ADOT) and are eligible to be used to implement the RTP.

C. MAG is required by state law to adopt a program that provides for life cycle management for the funding and programming of the Arterial Street Improvements (Arterial Life Cycle Program). On February 24, 2021 the Regional Council approved the Arterial Life Cycle Program (ALCP) Policies and Procedures, and on June 22, 2022 the Regional Council approved the Fiscal Year 2023 ALCP. The February 24, 2021 Policies and Procedures, as they may from time to time be amended by the MAG Regional Council (henceforth, the "Policies and Procedures"), are incorporated into this Agreement as fully as if set forth in this Agreement. Copies of the Policies and Procedures are available from MAG. Capitalized terms that are not defined in this Agreement have the meaning set forth in the Policies and Procedures

D. Funds for ALCP are administered by ADOT through its Regional Arterial Road Fund (RARF) sub-account for arterial streets, and through allocations of FHWA STBGP and CMAQ Funds that are allocated to the MAG region and administered by ADOT. Funds will be disbursed by ADOT once

federal requirements are satisfied, as applicable, and upon the presentation of an invoice approved or reviewed with concurrence by MAG as provided in this Agreement.

E. The ALCP includes an arterial capacity improvement project on Carefree Hwy: Cave Creek Rd to Scottsdale Rd (Project). The Project is described in greater detail in the Project Overview (Project Overview) submitted by the City of Scottsdale, dated July 7, 2022 and on file in the offices of the City of Scottsdale and MAG. The regional share in this agreement and the Project Overview are subject to change in the annually adjusted ALCP.

F. The Project will be designed and constructed in accordance with the standards adopted by the City of Scottsdale.

G. The regional reimbursement schedule for the Project is as follows:

Type of Work	Fiscal Year of Work	Regional Reimbursement	Type of Reimbursement Funds	Fiscal Year for Reimbursement
Design	2021-2022	\$1,120,000.00	RARF	2021-2022
Right-of-Way	2022-2023	\$840,000.00	RARF	2022-2023
Construction	2024-2025	\$6,051,907.04	STBGP	2024-2025
Total Programmed for Reimbursement		\$8,011,907.04		

H. The regional reimbursement is expressed in 2022 dollars and may be adjusted annually for inflation based on the current Regional Council approved ALCP. Adjusted costs will be incorporated into the ALCP and by reference into this Agreement. Cost adjustments, for inflation and as otherwise specifically provided in the Policies and Procedures, do not require a modification of this Agreement.

I. The Parties are authorized to enter into this agreement by the provisions of Arizona Revised Statutes Section 28-6301 et seq., A.R.S. Section 11-952, and by Article 1, Section 3-1 of the Charter of the City of Scottsdale, which authorizes the City to enter into intergovernmental agreements with various public agencies.

AGREEMENTS

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Purpose. The purpose of this Agreement is to identify and define the responsibilities of the City of Scottsdale and MAG for the design, construction and financing of the Project, as established in the ALCP.
- B. Responsibilities of the Parties.
 - 1. MAG's Responsibilities. MAG agrees to:

- a. Administer the ALCP, pursuant to the Policies and Procedures as approved by the MAG Regional Council;
 - b. Provide to the City the required format for submitting requests for payment, invoices, progress reports, and backup documentation;
 - c. Review and approve invoices for projects to be reimbursed with Regional Area Road Funds or review and concur with invoices for projects to be reimbursed with federal funds, subject to the terms of this Agreement;
 - d. Submit the approved Request for Payment form to ADOT for payment by ADOT to the City. The payments from ADOT to the City will be based on the reimbursement amounts and schedule as noted in the Recitals, Section G. The basis for payment to City shall be reimbursement for costs in conformance with the ALCP and the Policies and Procedures.
2. City's Responsibilities. The City agrees to:
- a. Be responsible for all project costs and submit invoices to MAG for reimbursement. The City will: 1) be responsible for the completion of all surveys, design, plans and specifications, including contractor selection documents; 2) conduct contractor selection process(es), award contract(s) for construction pursuant to the applicable laws, and provide necessary construction management and inspection, unless noted otherwise in an IGA; 3) if necessary, purchase or condemn right of way required for the completion of the Project, unless provided otherwise in an IGA; 4) be responsible for all utility relocations, and 5) review and approve invoices from its contractors and subcontractors before submitting an invoice to MAG;
 - b. Work with the other jurisdictions involved in the Project pursuant to the terms of any future IGA between the City of Scottsdale and the Town of Cave Creek and/or the Town of Carefree.
 - c. Abide by the Policies and Procedures as approved by the MAG Regional Council throughout the completion of the Project;
 - d. Be responsible for meeting all applicable project development requirements for the Project;
 - e. Obtain appropriate indemnifications and insurance from all contractors and subcontractors involved in the Project;
 - f. Be responsible for all Project costs in excess of the maximum amount of the regional funds allocated for the Project in the amount of \$8,011,907.04 (Allocated Regional Funds). The amount of funds to be paid to the City pursuant to this Agreement will

not exceed the Allocated Regional Funds. The allocated regional funds are expressed in 2022 dollar amounts, which may be adjusted annually for inflation pursuant to the procedure set forth in the Policies and Procedures and the current Regional Council-approved ALCP;

- g. Provide invoices and progress reports to MAG pursuant to the project schedule provided in the Project Overview;
- h. Otherwise comply with all requirements of this Agreement; and
- i. Have the City's authorized representative, the City's Transportation Director or designee, sign, approve and submit invoices to MAG.

C. Records and Audit Rights. The City's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by MAG to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of MAG, the Arizona Department of Transportation and the Auditor General of the State of Arizona (Auditors), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of the City's records and personnel, pursuant to the provisions of this Section, throughout the term of this Agreement, and for a period of five (5) years after last or final payment.

D. Term and Termination. The Agreement is valid through the payment of the final invoice for completion of construction, as noted in the regional reimbursement schedule of the Recitals, section G, subject to change based on the current Regional Council-approved ALCP unless terminated earlier as specifically provided herein.

1. Termination by MAG. MAG reserves the right to terminate this Agreement in the event that MAG determines, in its reasonable discretion, that local or regional funds are not available to meet the City's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. MAG will give sixty (60) days advance notice of such termination, unless such notice is impracticable, in which case MAG will provide such notice as is practicable under the circumstances. In the event of such termination, MAG will recommend to ADOT that it reimburse the City as provided in this Agreement, for work satisfactorily performed to the date of termination.

MAG also reserves the right to terminate this Agreement in the following circumstances: 1) no Material Project Reimbursement Request (MPRR) has been submitted to MAG for a period of at least eighteen (18) months from the date of the last Project Reimbursement Request (PRR) or the effective date of this Agreement, whichever is later; 2) no Substantial Project Reimbursement Request (SPRR) has been submitted to MAG for a period of thirty (30) months from the date of the last PRR or the effective date of this Agreement, whichever is later; 3) in the event of a Substantial Project Change,

or 4) if the City fails to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by the City, where such failure shall continue for a period of thirty (30) days after the City receives written notice of such failure from MAG, however, such failure shall not be a default if the City has commenced to cure the default within such 30-day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under the circumstances to cure such default. In the event the City fails to perform any of its material obligations under this Agreement and is in default pursuant to this Section, MAG, at its option, may terminate this Agreement. Further, upon the occurrence of any default and at any time thereafter, MAG may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

2. Termination by the City. The City reserves the right to terminate this Agreement in the event that the City determines, in its reasonable discretion, that local funds are not available to meet the City 's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. The City will give sixty (60) days advance written notice of such termination, unless such notice is impracticable under these circumstances, in which case the City will provide such notice as is practicable. If MAG fails to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by MAG, where such failure shall continue for a period of thirty (30) days after MAG receives written notice of such failure from the City, however, such failure shall not be a default if MAG has commenced to cure the default within such thirty (30)-day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under the circumstances to cure such default. In the event MAG fails to perform any of its material obligations under this Agreement and is in default pursuant to this Section, the City, at its option, may terminate this Agreement. Further, upon the occurrence of any default and at any time thereafter, the City may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
3. Termination by Mutual Consent. The Parties may terminate this Agreement by mutual consent in the event that they determine that such termination is in furtherance of the goals of the Arterial Life Cycle Program and is in the best interests of the Parties.
4. In the event of termination pursuant to this Section "D," the City agrees that it will leave the Project in condition that is safe for use by the public.

- E. Availability of Funds. Each Party's obligations under this Agreement are conditioned upon the availability of funds, appropriated or allocated, for the payment of such obligation. No liability shall accrue to MAG in the event MAG declines to review and/or approve invoices for payment on the basis that funds are not available for payment of such invoices and MAG terminates the Agreement in accordance with section D.1.

- F. Indemnification. Each Party to this Agreement (Indemnitor) agrees to defend, indemnify and hold harmless the other Party, and such Party's officers, officials, employees, agents, and directors (collectively, the Indemnitee) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorney's fees and costs of defense and appellate appeal) (collectively, Claims), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, error, or omission of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.
- G. Conflict of Interest. This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.
- H. Ownership of Improvements upon Termination. Upon the expiration or other termination of this Agreement, ownership of the Project and the improvements constructed under this Agreement shall be vested in the City of Scottsdale.
- I. General Provisions.
1. INCORPORATION OF RECITALS. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
 2. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.
 3. OFFICIAL COPIES. Upon date of execution by the MAG Executive Director, the City of Scottsdale shall receive a signed copy of the agreement within 14 days of execution.
 4. ARIZONA LAW. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.
 5. MODIFICATIONS. Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after written approval of all Parties.
 6. ATTORNEY'S FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default of this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

7. NOTICES. All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this Section.

If to the City of Scottsdale:

Mr. Dan Worth, Public Works Director
City of Scottsdale Transportation Dept.
7447 E Indian School Rd, #205
Scottsdale, AZ 85251
Tel: (480)-312-3481
Fax: (480) 312-4000

If to MAG:

Executive Director
Maricopa Association of Governments
302 N. First Avenue
Suite 300
Phoenix, Arizona 85003
Tel: (602) 254-6300
Fax: (602) 254-6490

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United State Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

8. FORCE MAJEURE. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
9. ADVERTISING. No advertising or publicity concerning MAG using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by MAG's Executive Director.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
11. CAPTIONS. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
12. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
13. AUTHORITY. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
14. E-VERIFY.
 - a. Warrant of Compliance. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other that the Party and the Party's subcontractors are in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A).
 - b. Breach of Warranty. A breach of this warranty by a Party or any of its subcontractors will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement or any subcontract.
 - c. Right to Inspect. Each Party retains the legal right to inspect the papers of any employee who works on this Agreement or any subcontractor to ensure compliance with the warranty given above.
 - d. Random Verification. Either Party may conduct a random verification of the employment records of the other and any of the Party's subcontractors to ensure compliance with this warranty.
 - e. Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

- f. Inclusion of Article in Other Contracts: The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services pursuant to this Agreement.

15. CONTRACT ADMINISTRATOR.

- a. The City's Contract Administrator for this Agreement is Nathan Domme, Senior Transportation Planner.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. (The order for obtaining the signatures is as follows: the appropriate representative of the City, the MAG General Counsel, and the MAG Executive Director).

MAG:

Maricopa Association of Governments, an
Arizona non-profit Corporation

Date

By: _____
Eric J. Anderson
Executive Director

City of Scottsdale:

City of Scottsdale, an Arizona Municipal
Corporation

Date

By: _____
Its: Mayor, David D. Ortega

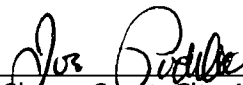
ATTEST:

Ben Lane, City of Scottsdale Clerk

Approved as to form:

Approved as to form:

By: _____
MAG General Counsel

By:  _____
Sherry Scott, City Attorney
By: Joe Padilla, Deputy City Attorney for the
City of Scottsdale